

A. G. Contract No. KR94 2045TRN  
ECS File: JPA 94-137  
Project: HP&R/P0500 01P  
Program: Don't Drive 1 in 5  
Promotion Campaign

**INTERAGENCY AGREEMENT**  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE MARICOPA COUNTY  
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 28 September, 1994, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION (the "ADOT") acting by and through its TRANSPORTATION PLANNING DIRECTOR, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through its EXECUTIVE DIRECTOR (the "RPTA").

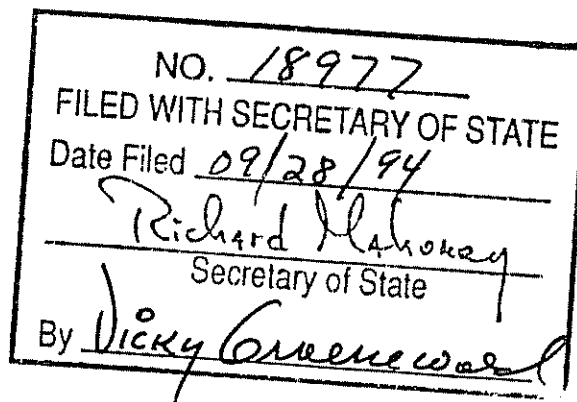
I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The RPTA is empowered by Arizona Revised Statutes Section 28-2512, 28-2513 and 28-2611 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The ADOT has direct responsibilities with respect to air quality and congestion management in the metropolitan areas of the state, and is a sponsor of the Phoenix Valley-Wide Clean Air Force. The RPTA has successfully implemented the activities of the Clean Air Force (the Program) since 1986. This agreement is to define the terms and responsibilities of each of the parties relating to continuing the program during state fiscal year 1995.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE

### 1. The ADOT will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$30,000.00, on a monthly cost reimbursement basis, for activities performed directly relating to the Program during the period 1 October 1994 through 30 September 1995. Retain the option to review and approve any subcontracts and progress/final reports.

### 2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the Program. Apply funding to Program work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice ADOT for reimbursement no more often than monthly, supported by narrative reports detailing RPTA planning activities, selected dates for promotional events, etc., in a total amount not to exceed \$30,000.00. During September 1995, provide a final report summarizing the then-current Program, significant Program results, FY-95 Program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future Program. Send reports to ADOT, Transit Branch, 206 S. 17th Ave., Mail Drop 340B, Phoenix, AZ 85007.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the ADOT in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of state and federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the ADOT.

4. This agreement shall become effective upon the obligation of federal funds and filing of this agreement with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007

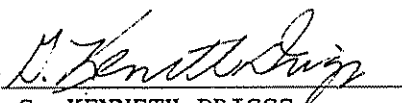
Regional Public Transportation Authority  
Executive Director  
302 N. 1st Avenue Suite 700  
Phoenix, AZ 85003

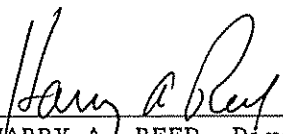
9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MARICOPA COUNTY REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY**

**STATE OF ARIZONA**  
Department of Transportation

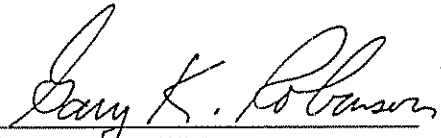
By   
G. KENNETH DRIGGS  
Executive Director

By   
HARRY A. REED, Director  
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 12th day of August 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Maricopa County Regional Public Transportation Authority for the purpose of defining responsibilities for the FY95 Clean Air Force Campaign.


Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
for. LARRY S. BONINE  
Director

APPROVAL OF THE ~~MARICOPA COUNTY~~  
REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

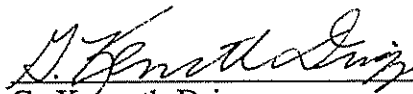
DATED this 31st day of August, 1994.

  
\_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED** on this date, September 6, 1994, I, G. KENNETH DRIGGS, the below undersigned Executive Director, Regional Public Transportation Authority, hereby determine that it is to the advantage of the Regional Public Transportation Authority acting by and through its Board of Directors, and the State of Arizona acting by and through the Department of Transportation, to enter into an Intergovernmental Agreement for the purpose of funding FY 95 Clean Air Campaign activities in accordance with Chapter 365, Laws of 1987.

Dated this 6th day of September, 1994

A handwritten signature in dark ink, appearing to read "G. Kenneth Driggs", is written over a horizontal line.

G. Kenneth Driggs  
Executive Director  
Regional Public Transportation Authority



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94--2045-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1994.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8577G